

## complaint

Mr B complains that British Gas Insurance Limited continued to take payments for a home care policy – after it knew that it could not get spare parts to repair the flue of his boiler.

## background

Mr B was paying for an annual policy by instalments. He complained after an annual service visit. He says that the engineer went straight to the flue to test it - and told him that he knew parts were not available. And he said the boiler was dangerous. So Mr B had to have a new boiler.

The adjudicator did not recommend that the complaint should be upheld. She concluded that British Gas had acted in line with its policy terms and conditions.

Mr B disagrees with the adjudicator's opinion. He says, in summary, that British Gas took his money under false pretences.

## my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

A manufacturer made Mr B's boiler about eleven years ago. I infer that it stopped making such boilers shortly afterwards.

I have seen British Gas terms including the following:

*"We will meet our responsibilities under your Agreement within a reasonable time unless it is impossible because of circumstances outside our control. If we cannot meet our responsibilities, we will let you know as soon as possible confirming the reasons why we cannot meet our responsibilities. We will also give you another time when we expect we can meet our responsibilities to you. Where we have agreed to take your appliance/system onto an Agreement, and have previously advised there may be restrictions over our ability to maintain your appliance/system or the supply of parts, we will use all reasonable endeavours to carry out repairs..."*

*Whether or not we installed your boiler, if we agree that your boiler is less than seven years old, we will provide a suitable new replacement boiler we have approved. We will do this when it is not possible to repair yours because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it.*

*...*

*Outside of these specific circumstances or any other specific circumstances shown in your Agreement, you are not entitled to a replacement boiler.*

*...*

*If our engineer does not carry the spare parts needed on the day of your appointment, we use a central stock of 30,000 parts which means we can*

*normally get hold of most items the following working day. If not, we will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts or parts that have been reconditioned by the original manufacturer or approved Third Parties.*

*...*

*We may cancel your Agreement in the following circumstances:*

*...*

- If we are not reasonably able to find parts for your appliance or system.*

*...*

*If we cancel at the First Service, we will give you a full refund of any money you have paid. If we cancel your Agreement at any time after your First Service, we will refund any money you have paid for the time left to run in your current Period of Agreement."*

I accept that the flue parts became unavailable to British Gas in late 2012. And I accept Mr B's statement that – just over a year later – two of its engineers already knew about that unavailability without having to check.

British Gas had not told Mr B before. But he has not persuaded me that British Gas should have told him sooner – or that things would then have turned out much better for him.

He had been getting the benefit of annual inspections. And I consider that he also had the benefit of cover – albeit subject to its terms including those quoted above. And most parts were still available. So I am not persuaded that Mr B would have cancelled the policy if British Gas had told him sooner about the unavailability of flue parts.

He would still have ended up having some inconvenience while he urgently had to arrange (and pay for) the installation of a new boiler.

In any event, British Gas refunded the premiums it took for the last few months of the policy.

So I do not conclude that it would be fair and reasonable to order British Gas to make any further refund of premiums or any other redress for Mr B.

### **my final decision**

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B to let me know whether he accepts or rejects my decision before 20 February 2015.

Christopher Gilbert  
**ombudsman**